Lawrence Brewster, Regional Solicitor 1 Rochelle Kleinberg, Associate Regional Solicitor 2 Bruce L. Brown, Attorney Office of the Solicitor 3 U.S. Department of Labor 1111 Third Avenue, Suite 945 4 Seattle, Washington 98101 5 (206) 553-0940 6 IN THE UNITED STATES DISTRICT COURT 7 FOR THE DISTRICT OF OREGON 8 9 ELAINE L. CHAO, SECRETARY OF 10 CIVIL ACTION LABOR, UNITED STATES 11 CASE NO. 3:07-CV 293 AH DEPARTMENT OF LABOR, Plaintiff, 12 v. CONSENT JUDGMENT 13 OREGON PALLET REPAIR, INC., a 14 corporation; BRYCE TAYLOR, an individual, and CARLY TAYLOR, an 15 individual -Defendants 16 17 Plaintiff has filed her Complaint and Defendants have appeared and have agreed to the 18 entry of this Order and Judgment without contest. It is, therefore, upon motion of the Parties, 19 20 and for cause shown: 21 I ORDERED, that Defendants, their officers, agents, servants, employees and those 22 23 persons in active concert or participation with them be and hereby are permanently enjoined and 24 restrained from violating the provisions of § 15(a)(2) of the Fair Labor Standards Act of 1938, as 25 amended (29 U.S.C. 201 et seq.), hereinafter called "the Act," in the following manners: 26 Defendants shall not, contrary to § 6 of the Act, employ any employees engaged in 27 commerce, or in the production of goods for commerce, or in an enterprise engaged in commerce 28

OREGON PALLET REPAIR, INC. CONSENT JUDGMENT PAGE 1 OF 5

or in the production of goods for commerce, at an hourly rate less than the federal minimum wage, and

Defendants shall not, contrary to § 7 of the Act, employ any employees engaged in commerce, or in the production of goods for commerce, or in an enterprise engaged in commerce or in the production of goods for commerce, for a workweek longer than forty (40) hours unless the employee receives compensation for his/her employment in excess of forty (40) hours at a rate not less than one and one-half times the regular rate at which he/she is employed, and

Defendants shall not, contrary to § 11 of the Act, fail to make, keep and preserve records of the wages, hours and other conditions and practices of employment maintained by them, as prescribed by the regulations duly promulgated under said § 11(c) at 29 C.F.R. Part 516.

II

IT IS FURTHER ORDERED that the Plaintiff recover from Defendants the sum of \$78,759.24 in gross overtime back wages for its employees and \$8,000 in liquidated damages, as listed and allocated in the attached Exhibit A. Payment is to be made via checks to each individual employee and Defendants are responsible for calculating and deducting all applicable withholdings. Said payments shall be delivered directly to each employee as set forth in Exhibit A within 14 days of the signing of this Order.

Defendants shall, within 14 days of the signing of this order, provide Plaintiff with a list of checks sent out pursuant to the above paragraph. The list shall show the payee's name, address and telephone number, the gross amount paid each individual, and the deductions taken from the gross amount for each individual. Within 90 days of the signing of this order Defendants shall provide Plaintiff with copies of the front and back of each check that has been negotiated as of that date, or with proof of electronic payment for any employees paid electronically.

All checks issued pursuant to this Order shall be void if not cashed within 90 days of the date of issuance, and the face of the checks shall reflect this deadline. Any monies due under this Order which have not been negotiated by the appropriate employees within 90 days of issuance (due to Defendants' inability to locate said employee, to the employee's failure to negotiate the check within 90 days of issuance or for any other reason) shall be combined and issued in certified check form, payable to the U. S. Department of Labor. The check shall be in the net amount accompanied by a list of the employees for whom the check represents back wage payment, their Social Security Numbers and the legal deductions made from the gross amounts due. The check shall be mailed to:

U.S. Department of Labor Wage Hour Division 620 SW Main St., Rm 423 Portland, OR 97205

If there is a default in the payment (to the affected employee or to the Wage-Hour Division of the U.S. Department of Labor as set forth above) of the checks of more than 20 days, each affected employee shall be paid an additional penalty of ten percent of the gross amount due that employee.

Plaintiff shall distribute the monies paid by Defendants under this Judgment to the employees identified in Exhibit A or their estates if that is necessary. Any money not so paid within three years because of inability to locate said employees or because of their refusal to accept said proceeds shall be deposited forthwith with the Treasury of the United States pursuant to 28 U. S.C. 2041.

Ш

IT IS FURTHER ORDERED that if the Defendants fail to make the payments as set forth above, the Court shall appoint a Receiver. Plaintiff shall provide the Court with the names

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of potential Receivers. The Court may appoint the Receiver from those offered by the Secretary or may appoint another Receiver at its discretion.

Defendants shall produce to the Court appointed Receiver all books and records and any other information the Receiver requires to carry out the provisions of this Judgment. In addition, the defendants shall submit to a sworn accounting by an independent certified public accountant and/or the Receiver, and shall testify if the accountant or Receiver so decides.

The Receiver shall serve until the payment of the monetary terms of this Judgment are satisfied. Defendants shall bear the full costs and expenses of the Receiver and any accountant retained pursuant to the terms of the above paragraph.

The Receiver shall have full authority to: collect the Defendants' assets and report his/her findings to the Court and the parties; to redeem and/or liquidate the Defendants' assets and turn over the proceeds to the Secretary; if the asset is a debt that is due, to collect it and turn over the proceeds to the Secretary; to analyze all transfers of the Defendants' assets; to prevent waste or fraud; and to do all acts and take all measures necessary or proper for the efficient performance of the duties under this Judgment and Order.

## IV

IT IS FURTHER ORDERED that the rights of any of the Defendants' employees or exemployees not specifically mentioned in Exhibit A to this Judgment, to back wages under the Act, are neither affected nor extinguished by this Judgment and neither party to the action intends or contemplates that the Judgment entered in this action will affect such rights if any.

V

IT IS FURTHER ORDERED that each party shall bear its own fees and other expenses incurred by such party in connection with any stage of this proceeding.

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6		UNITED STATES DISTRICT JUPGE
7		ONTED BINTED BIBLING IF 9F 92
8	Presented by:	Entry of this Judgment is hereby Consented to:
10	UNITED STATES DEPARTMENT OF LABOR	
11		
12	Jonathan L. Snare Acting Solicitor of Labor	Carly Taylor, Individually and as authorized
13	Lawrence Brewster Regional Solicitor	representative of Oregon Pallet Repair, Inc.
14 15	Rochelle Kleinberg	Dated: $2-23-07$
16	Associate Regional Solicitor	
17		
18	By Vime KIL	De 17 Hill Hand on Bresident of
19	Bruce L. Brown, Attorney	Bryce Taylor, Individually and as President of Oregon Pallet Repair, Inc.
20		
21		
22	Dated: 3-1-07	
23		Dated: $2-23-07$
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	OREGON PALLET REPAIR, INC. CONSENT	JUDGMENT PAGE 5 OF 5

		Exhibit	"A"					· · · · · · · · · · · · · · · · · · ·
LAST NAME FIRST NAME		PERIOD COVERED	OT BACKWAGES		LIQUIDATED DAMAGES		GROSS TOTAL	
Acevedo Vargas	Raudel	9/29/04 - 10/27/04	\$	469.44	\$	47.68	\$	517.12
Acosta	Roger	3/16/05 - 8/17/05	\$	985.92	\$	100.15	\$	1,086.07
Acuna	David	7/5/06 – 7/5/06	\$	41.20	\$	4.18	\$	45.38
Altamirano	Jorge	6/23/04 - 4/26/06	\$	443.77	\$	45.08	\$	488.85
Alvarez	Alonso	8/25/04 - 11/3/04	\$	965.13	\$	98.03	\$	1,063.16
Amezcua	Gabriel	6/23/04 - 9/22/04	\$	510.54	\$	51.86	\$	562.40
Anguiano	Luis	3/15/06 - 6/28/06	\$	376.06	\$	38.20	\$	414.26
Armenta	Artemio	12/15/04 12/29/04	\$	76.19	\$	7.74	\$	83.93
Armenta Jimenez	Fausto	10/27/04 9/7/05	\$	221.00	\$	22.45	\$	243.45
Armenta Jimenez	Jose	2/16/05 - 5/18/05	\$	212.15	\$	21.55	\$	233.70
Barajas Anguiano	Jose	6/23/04 6/7/06	\$	3,721.81	\$	378.04	\$	4,099.85
Blanco	Jeobani	11/10/04 - 2/8/06	\$	1,772.77	\$	180.07	\$	1,952.84
Calderon	Guillermo	9/21/05 - 11/23/05	\$	20.00	\$	2.03	\$	22.03
Castro	Enrique	1/18/06 - 6/14/06	\$	425.50	\$	43.22	\$	468.72
Castro	Luis	7/13/05 – 9/28/05	\$	249.28	\$	25.32	\$	274.60
Chavez	Arnoldo	7/28/04 -1/5/05	\$	351.60	\$	35.71	\$	387.31
Chavez	Jose	3/1/06 – 3/1/06	\$	44.42	\$	4.51	\$	48.93
Chavez Chavez	Edelio	1/25/06 – 6/14/06	\$	40.75	\$	4.14	\$	44.89
Chavez Chavez	Mayoio	10/19/05 - 10/19/05	\$	47.31	\$	4.81	\$	52.12
Cheran	Miguel	6/30/04 - 9/29/04	\$	2,372.91	\$	241.03	\$	2,613.94
Contreras	Ilario	3/15/06 - 6/7/06	\$	361.90	\$	36.76	\$	398.66
Contreras	Miguel	6/22/05 - 6/22/05	\$	48.08	\$	4.88	\$	52.96
Cooper	Troy	9/21/05 - 10/12/05	\$	260.00	\$	26.41	\$	286.41
Cruz	Eleuterio Demetrio	8/18/04 - 10/27/04	\$	489.26	\$	49.70	\$	538.96
Cuello Sanchez	Ausencio	1/25/06 - 6/28/06	\$	69.84	\$	7.09	\$	76.93
De Dios	Roman	6/23/04 - 8/17/05	\$	1,418.70	\$	144.10	\$	1,562.80
De Dios Cruz	Roman	6/23/04 - 4/26/06	\$	1,509.62	\$	153.34	\$	1,662.96
De Dios Guevara	Elisendo	1/5/05 - 9/13/06	\$	105.79	\$	10.75	\$	116.54

Exhibit "A" to the Consent Judgment – Page  $1\ of\ 5$ 

LAST NAME	FIRST NAME	PERIOD COVERED	OT BACKWAGES		LIQUIDATED DAMAGES		GROSS TOTAL	
Echevarra	Jose Guadalupe	10/6/04 - 12/14/05	\$	2,324.05	\$	236.07	\$	2,560.12
Equihua	Alberto Carlos	8/18/04 - 6/1/05	\$	519.63	\$	52.78	\$	572.41
Equihua	Jose Luis	5/25/05 - 12/14/05	\$	848.80	\$	86.22	\$	935.02
Equihua	Miguel	5/25/05 - 10/19/05	\$	760.15	\$	77.21	\$	837.36
Falcon Ayala	Agustin	4/19/06 - 5/3/06	\$	182.58	\$	18.55	\$	201.13
Fernandez	Tony	6/23/04 - 5/17/06	\$	1,512.69	\$	153.65	\$	1,666.34
Figueroa	Oscar Leon	6/23/04 - 6/21/06	\$	2,267.25	\$	230.30	\$	2,497.55
Flores	Fidel	6/23/04 - 6/21/06	\$	1,000.37	\$	101.61	\$	1,101.98
Garcia	Flavio	7/6/05 - 5/10/06	\$	163.91	\$	16.65	\$	180.56
Garcia	Rigoberto	7/28/04 - 4/27/05	\$	404.61	\$	41.10	\$	445.71
Garcia Torres	Pablo	7/20/05 - 8/17/05	\$	182.52	\$	18.54	\$	201.06
Gines	Raul Antonio A	7/28/04 - 6/14/06	\$	2,741.15	\$	278.43	\$	3,019.58
Godinez	Criseldo	12/14/05 - 12/28/05	\$	20.12	\$	2.04	\$	22.16
Gonzales	Bulmaro	10/5/05 - 10/26/05	\$	49.34	\$	5.01	\$	54.35
Gonzalez	Manuel	4/12/06 - 4/12/06	\$	238.06	\$	24.18	\$	262.24
Gonzalez	Martin	6/23/04 - 10/19/05	\$	963.60	\$	97.88	\$	1,061.48
Guevara	Sergio	10/6/04 - 11/16/05	\$	963.44	\$	97.86	\$	1,061.30
Gutierrez	Fernando	11/3/04 - 12/22/04	\$	230.69	\$	23.43	\$	254.12
Gutierrez	Francisco	11/17/04 - 12/22/04	\$	176.01	\$	17.88	\$	193.89
Gutierrez	Luis Manuel	5/17/06 - 5/17/06	\$	27.00	\$	2.74	\$	29.74
Hernandez	Ciro	6/30/04 - 6/14/06	\$	1,540.88	\$	156.52	\$	1,697.40
Hernandez	Juan	6/23/04 - 4/26/06	\$	250.27	\$	25.42	\$	275.69
Hidalgo	David	1/12/05 - 6/21/06	\$	1,425.82	\$	144.83	\$	1,570.65
Hidalgo	Gonzalo	1/19/05 - 6/14/06	\$	1,683.08	\$	170.96	\$	1,854.04
Huerta	Emanuel	6/30/04 - 6/14/06	\$	1,632.28	\$	165.80	\$	1,798.08
Jacobe	Audel	6/29/05 - 10/19/05	\$	477.91	\$	48.54	\$	526.45
Lazaro	Luis	9/28/05 - 12/21/05	\$	479.64	\$	48.72	\$	528.36
Lemus	Joaquin	8/4/04 - 2/2/05	\$	471.27	\$	47.87	\$	519.14
Leon	Miguel	7/28/04 – 9/21/05	\$	1,276.51	\$	129.66	\$	1,406.17

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LAST NAME	FIRST NAME	PERIOD COVERED	O'T BACKWAGES		UIDATED AMAGES	GROSS TOTAL		
Lopez	Antonio	6/23/04 - 8/4/04	\$	314.84	\$ 31.98	\$	346.82	
Lopez	Luis A.	9/29/04 - 11/17/04	\$	310.12	\$ 31.50	\$	341.62	
Lopez	Manuel	7/13/05 - 7/20/05	\$	266.76	\$ 27.10	\$	293.86	
Lopez Perez	Silvino	2/9/05 - 2/9/05	\$	24.59	\$ 2.50	\$	27.09	
Maldonado	Mario	2/1/06 - 3/22/06	\$	207.06	\$ 21.03	\$	228.09	
Martinez	Sergio	3/22/06 - 5/10/06	\$	73.41	\$ 7.46	\$	80.87	
Martinez Villasana	Jose	6/28/06 - 6/28/06	\$	52.31	\$ 5.31	\$	57.62	
Melosime Jimenez	Camarino	7/5/06 - 7/12/06	\$	162.23	\$ 16.48	\$	178.71	
Melqeusidad	Santiago	7/28/04 - 3/8/06	\$	351.27	\$ 35.68	\$	386.95	
Montiel Hernandez	Miguel A.	3/22/06 - 5/10/06	\$	107.51	\$ 10.92	\$	118.43	
Morales	Benjamin	6/23/04 - 12/14/05	\$	1,963.12	\$ 199.40	\$	2,162.52	
Morales	Carlos	1/5/05 — 1/5/05	\$	48.01	\$ 4.88	\$	52.89	
Morales	Francisco Javier	7/14/04 - 10/26/05	\$	1,738.40	\$ 176.58	\$	1,914.98	
Morales	Lorenzo	6/22/05 - 8/10/05	\$	121.78	\$ 12.37	\$	134.15	
Mosqueda	Antonio	5/25/05 - 6/28/06	\$	163.68	\$ 16.63	\$	180.31	
Mota	Alejandro	6/30/04 - 6/30/04	\$	41.20	\$ 4.18	\$	45.38	
Munoz	Milton	3/8/06 - 3/8/06	\$	42.49	\$ 4.32	\$	46.81	
Murillo	Felipe	6/23/04 - 6/22/05	\$	1,417.04	\$ 143.94	\$	1,560.98	
Murillo	Rafael	6/23/04 - 6/14/06	\$	2,548.40	\$ 258.85	\$	2,807.25	
Noyola	Juan	7/28/04 - 8/31//05	\$	430.96	\$ 43.77	\$	474.73	
Noyola	Pedro	9/1/04 - 10/6/04	\$	125.03	\$ 12.70	\$	137.73	
Orozco	Clemente	6/23/04 - 4/13/05	\$	1,105.29	\$ 112.27	\$	1,217.56	
Orozco	Cristobal	6/23/04 -11/2/05	\$	2,806.82	\$ 285.10	\$	3,091.92	
Paasch	David	8/4/04 — 8/4/04	\$	46.25	\$ 4.70	\$	50.95	
Pacheco Soto	Jose	6/7/06 - 6/21/06	\$	167.27	\$ 16.99	\$	184.26	
Padilla	Reinaldo	6/23/04 - 8/18/04	\$	351.95	\$ 35.75	\$	387.70	
Parra	Jorge Alfredo	6/23/04 - 6/23/04	\$	120.44	\$ 12.23	\$	132.67	
Pasaye Remijio	Bartolome	6/23/04 - 6/21/06	\$	3,450.40	\$ 350.48	\$	3,800.88	

Exhibit "A" to the Consent Judgment – Page 3 of 5

LAST NAME	FIRST NAME	PERIOD COVERED	OT BACKWAGES		LIQUIDATED DAMAGES		GROSS TOTAL	
Perez	Everardo	6/23/04 - 7/5/06	\$	1,769.89	\$	179.78	\$	1,949.67
Perez	Francisco	11/10/04 - 12/28/05	\$	262.38	\$	26.65	\$	289.03
Perez	Gildardo	6/30/04 - 8/4/04	\$	73.90	\$	7.51	\$	81.41
Perez	Javier	9/28/05 - 12/21/05	\$	50.54	\$	5.13	\$	55.67
Perez	Primo	3/1/06 - 3/22/06	\$	83.78	\$	8.51	\$	92.29
Perez	Roberto	9/1/04 - 4/26/06	\$	42.14	\$	4.28	\$	46.42
Perez Solis	Pedro	6/21/06 - 6/28/06	\$	365.65	\$	37.14	\$	402.79
Peterson	Les	10/27/04 - 7/6/05	\$	68.69	\$	6.98	\$	75.67
Poot Tziu	Martin	4/20/05 - 5/18/05	\$	134.42	\$	13.65	\$	148.07
R. Lopez	Luis Antonio	6/23/04 - 3/8/06	\$	1,332.97	\$	135.40	\$	1,468.37
Ramirez	Rafael Juan	12/8/04 - 10/19/05	\$	520.42	\$	52.86	\$	573.28
Ramirez	Raul Rene	6/29/05 - 2/15/06	\$	534.00	\$	54.24	\$	588.24
Ramirez	Sebastian	3/8/06 - 5/24/06	\$	390.69	\$	39.68	\$	430.37
Ramos	Procoro	3/9/05 - 6/15/05	\$	383.25	\$	38.93	\$	422.18
Ramos	Valentine	2/2/05 - 2/2/05	\$	23.66	\$	2.40	\$	26.06
Remigio	Bartolo	7/28/04 - 11/10/04	\$	467.87	\$	47.52	\$	515.39
Reteguin	Jose Luis	4/20/05 - 5/4/05	\$	106.46	\$	10.81	\$	117.27
Sanchez	Agustin Vicente	6/23/04 - 6/28/06	\$	3,308.76	\$	336.09	\$	3,644.85
Sanchez	Felix	11/3/04 - 12/15/04	\$	31.91	\$	3.25	\$	35.16
Sanchez	Hector	6/22/05 - 11/9/05	\$	559.67	\$	56.85	\$	616.52
Sanchez	Jesus	12/15/04 - 2/8/06	\$	666.09	\$	67.66	\$	733.75
Sanchez	Santiago	3/15/06 - 4/12/06	\$	120.29	\$	12.22	\$	132.51
Sanchez Hernandez	Jose Luis	3/29/06 - 6/7/06	\$	213.75	\$	21.71	\$	235.46
Sanchez Hernandez	Miguel	9/1/04 - 5/3/06	\$	64.23	\$	6.52	\$	70.75
Santana Chan	Juan Jesus	7/28/04 - 8/18/04	\$	213.10	\$	21.65	\$	234.75
Sierra	Jesus	12/8/04 - 9/21/05	\$	1,385.56	\$	140.74	\$	1,526.30
Silva Reyes	Valdemar	7/28/04 - 12/1/04	\$	232.22	\$	23.59	\$	255.81
Siquina	Juan Elias	12/14/05 - 3/22/06	\$	60.20	\$	6.12	\$	66.32

Exhibit "A" to the Consent Judgment – Page 4 of 5

LAST NAME	FIRST NAME	FERIOD COVERED	OT BACKWAGES		LIQUIDATED DAMAGES		GROSS TOTAL	
Soto Lazaro	Veraldo	9/28/1)5 - 12/14/05	\$	396.01	\$	40.22	\$	436.23
Tobar Diaz	Luis A	6/22/05 - 6/21/06	\$	133.00	\$	13.51	\$	146.51
Torres Ruelas	Jorge	7/14/04 - 8/17/05	\$	1,145.83	\$	116.39	\$	1,262.22
Urbieta	Felix	1/4/06 - 3/15/06	\$	87.46	\$	8.88	\$	96.34
Uribe	Jose	6/23/04 - 8/4/04	\$	409.82	\$	41.63	\$	451.45
Valencia	Silvestre	7/13/05 - 8/10/05	\$	108.23	\$	10.99	\$	119.22
Vallejos Hernandez	Edwin	4/27/05 - 5/11/05	\$	116.88	\$	11.87	\$	128.75
Vasquez	Mateo	6/30/04 - 6/30/04	\$	28.00	\$	2.85	\$	30.85
Z.H.	Martin	12/22/04 - 02/01/06	\$	191.79	\$	19.49	\$	211.28
Zapata	Jose	08/18/04 - 10/27/04	\$	425.59	\$	43.23	\$	468.82
Zaval Toledo	Guadalupe	11/10/04 - 6/14/06	\$	1,266.94	\$	128.69	\$	1,395.63
		GRAND TOTAL:	\$	78,759.24	\$	8,000.00	\$	86,759.24